

EXHIBIT A



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: MAURA B MCSHANE	Case Number: 12SL-CC00648
Plaintiff/Petitioner: CITY OF MARYLAND HEIGHTS MISSOURI	Plaintiff's/Petitioner's Attorney/Address JOHN WARNER HOFFMANN SUITE 3600 505 N 7TH ST SAINT LOUIS, MO 63101
Defendant/Respondent: TRACFONE WIRELESS INC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Declaratory Judgment	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: TRACFONE WIRELESS INC
Alias:
1001 CRAIG ROAD
#260
SAINT LOUIS, MO 63146

20 DEPOS B *SB 4-27*

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

28-MAR-2012
Date

Joan P. Delaney
Clerk

Further Information:
KSA

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.

☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to Toni (name) Secretary (title).

☐ other _____

Served at 1001 Craig #260 (address)
in St Louis (County/City of St. Louis), MO, on 3/30/12 (date) at 0730 (time).
Scott DePolis Printed Name of Sheriff or Server [Signature] Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal) Subscribed and sworn to before me on _____ (date).
My commission expires: _____ Date _____ Notary Public

Sheriff's Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ <u>10.00</u>
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

640 2 8 2012




IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

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28-MAR-2012
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John P. Delaney
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- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____ Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____
 Non Est \$ _____
 Sheriff's Deputy Salary \$ _____
 Supplemental Surcharge \$ 10.00
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
 Total \$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

CITY OF MARYLAND HEIGHTS,
MISSOURI; and CITY OF
WINCHESTER, MISSOURI

On behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TRACFONE WIRELESS, INC.;

Defendant.

SUMMONS

12-0-25 01 2:03

Cause No. 12SL-CC00648

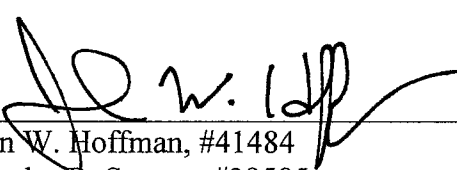
Division No. 2

MEMO TO CLERK
(REQUEST FOR ISSUANCE OF ALIAS SUMMONS)

COME NOW Plaintiffs, by and through their undersigned counsel, respectfully request
the Clerk prepare and issue the appropriate alias summons, directed to the defendant below:

TracFone Wireless, Inc.
c/o Corporate Creations Network, Inc.
1001 Craig Road, Suite 260
St. Louis, MO 63146

KOREIN TILLERY, LLC

By: 
John W. Hoffman, #41484
Douglas R. Sprong, #39585
505 N. 7th Street, Suite 3600
St. Louis, MO 63101
Tel. (314) 241-4844
Fac. (314) 241-1854

John F. Mulligan, Jr., #34431
101 South Hanley, Ste. 1280
Clayton, MO 63105
Tel. (314) 725-1135
Fac. (314) 727-9071

Howard Paperner, P.C. #23488
9322 Manchester Road
St. Louis, MO 63119
Tel. (314) 961-0097
Fac. (314) 961-0667

ATTORNEYS FOR PLAINTIFFS



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: MAURA B MCSHANE	Case Number: 12SL-CC00648
Plaintiff/Petitioner: CITY OF MARYLAND HEIGHTS MISSOURI	Plaintiff's/Petitioner's Attorney/Address JOHN WARNER HOFFMANN SUITE 3600 505 N 7TH ST SAINT LOUIS, MO 63101
Defendant/Respondent: TRACFONE WIRELESS INC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Declaratory Judgment	

MAR - 2 2012 *dk*

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: TRACFONE WIRELESS INC

Alias:

1001 CRAIG ROAD #260
SAINT LOUIS, MO 63146

COURT SEAL OF



ST. LOUIS COUNTY

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29-FEB-2012

Date

Further Information:
TLC
John P. Delaney
Clerk

Sheriff's or Server's Return

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- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☒ other Non Est - Not Known At Address 3/5/12 0735

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Scott DePolito
Printed Name of Sheriff or Server

[Signature]
Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date)

My commission expires: _____ Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary \$ _____

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

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 Received
 2012 MAR - 1 PM 12:50
 St. Louis County
 Sheriff's Office

DEFENDANT TO BE SERVED

Tracfone Wireless, Inc.

Registered Agent:

Corporate Creations Network, Inc.

1001 Craig Road #260

St. Louis, MO 63146




IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: MAURA B MCSHANE	Case Number: 12SL-CC00648
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Defendant/Respondent: TRACFONE WIRELESS INC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
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29-FEB-2012
Date

John W. Hoffmann
Clerk

Further Information:
TLC

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☐ other _____.

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

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Signature of Sheriff or Server

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(Seal) Subscribed and sworn to before me on _____ (date).

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Sheriff's Fees, if applicable

Summons	\$ _____
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Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI
CIRCUIT CIVIL/ASSOCIATE CIVIL FILING INFORMATION SHEET**

INSTRUCTIONS FOR COMPLETING THE CIRCUIT CIVIL/ ASSOCIATE CIVIL FILING INFORMATION SHEET:

As part of our reporting requirements to the Missouri Supreme Court and the Office of the State Court Administrator, you are required to complete and submit this information sheet at the time you file your cause of action. Your cause of action will not be accepted and/or processed unless it is accompanied by this information sheet at the time of filing. The person, or attorney, filing the cause of action should complete the form as follows:

- ✓ You must provide the following information below for the purpose of initiating case processing. SSN is required if the party is a person; exception can only be granted if the information is not reasonably available.
- ✓ Type or neatly print in black ink.
- ✓ Plaintiff(s)/Defendant(s): Enter the full names (last, first, middle initial) of plaintiff(s) and defendant(s). If the plaintiff or defendant is a:
 - Corporation – Include the full name of the corporation.
 - Government Agency – Use only the full name or standard abbreviations.
 - Government Official – Identify the Agency and then the official, giving both title and name.
- ✓ NOTE: If there are multiple counts in the petition that are considered in two or more categories, it is the responsibility of the filing party to choose the one appropriate Case Type code. The assignment of the case is subject to review by the Presiding Judge. Based on that review, the case may be reassigned.

CASE HEADING: City of Maryland Heights, Missouri, et al vs TracFone Wireless, Inc.

1st Plaintiff

1st Defendant

Fill in the two-letter Case Type code from the back of this form here: EA (one code only).

Does this case result from the alleged REFUSAL to take a Blood or Breathalyzer test?

YES

NO

Circle one

PARTIES (attach a separate sheet to include additional parties)

Party Type: <u>Plaintiff</u> (i.e. Plaintiff, etc.)	
Last Name: <u>City of Maryland Heights, Missouri</u>	First Name: _____
Middle Name: _____	Address: <u>11911 Dorsett Road</u>
City: <u>Maryland Heights</u>	State: <u>Missouri</u> Zip: <u>63043</u>
DOB: _____	SSN: _____
<i>required</i>	
Party Type: <u>Plaintiff</u> (i.e. Plaintiff, Defendant, etc.)	
Last Name: <u>City of Winchester, Missouri</u>	First Name: _____
Middle Name: _____	Address: <u>109 Lindy Blvd.</u>
City: <u>Winchester</u>	State: <u>Missouri</u> Zip: <u>63021</u>
DOB: _____	SSN: _____
<i>required</i>	

John W. Hoffman
Attorney of Record Filing Action

41484
Bar #

Korein Tillery, LLC
Firm

505 N. 7th Street, Suite 3600, St. Louis, MO 63101
Address/City/State/Zip Code

(314) 241-4844
Phone Number

(314) 241-3525
Fax Number

jhoffman@koreintillery.com
E-mail address


Signature of Person Filing

PARTIES (attach a separate sheet to include additional parties)

Party Type: Defendant (i.e. Plaintiff, etc.)

Last Name: TracFone Wireless, Inc. First Name: _____

Middle Name: _____ Address: 1001 Craig Road #260

City: St. Louis State: Missouri Zip: 63146

DOB: _____ SSN: _____
required

Party Type: _____ (i.e. Plaintiff, Defendant, etc.)

Last Name: _____ First Name: _____

Middle Name: _____ Address: _____

City: _____ State: _____ Zip: _____

DOB: _____ SSN: _____
required

DEFENDANT TO BE SERVED

Tracfone Wireless, Inc.

Registered Agent:

Corporate Creations Network, Inc.

1001 Craig Road #260

St. Louis, MO 63146

IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

CITY OF MARYLAND HEIGHTS,
MISSOURI; and CITY OF
WINCHESTER, MISSOURI

On behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TRACFONE WIRELESS, INC.;

Defendant.

Cause No.

Division No.

2

PETITION FOR DECLARATORY JUDGMENT AND OTHER RELIEF

COME NOW Plaintiffs, on behalf of themselves and all others similarly situated, and for their Petition for Declaratory Judgment and Other Relief, state as follows:

PARTIES, JURISDICTION AND VENUE

1. The City of Maryland Heights, Missouri ("Maryland Heights") is a lawfully existing Missouri municipal corporation and city of the third class within the meaning of § 72.030, RSMo, § 77.010, RSMo, and all other applicable laws, and it has been at all times during the preceding five years and at all other times relevant to this action. Maryland Heights is located within St. Louis County, Missouri.

2. The City of Winchester, Missouri ("Winchester") is a lawfully existing Missouri municipal corporation and city of the fourth class within the meaning of § 72.040, RSMo, § 79.010, RSMo, and all other applicable laws, and it has been at all times during the preceding five years and at all other times relevant to this action. Winchester is located within St. Louis County, Missouri.

3. Plaintiffs impose a business license (or gross receipts) tax on companies engaged in the business of furnishing or supplying telephone service (including exchange telephone service) in Plaintiffs.

4. TracFone Wireless, Inc. ("TracFone" or "Defendant") is an active Delaware corporation in good standing, which does business in Missouri, and it has been at all times during the preceding five years and at all other times relevant to this action. A TracFone registered agent is located in St. Louis County, Missouri.

5. According to TracFone, it "is America's largest 'No-Contract' cellular service provider in the U.S. with over 19.3 million subscribers." See http://www.tracfone.com/facelift/tour.jsp#a_about, last visited February 22, 2012, a true and accurate copy of which is attached hereto and incorporated by reference herein as Exhibit "A". It is a subsidiary of Mexican América Móvil S.A.B. de C.V., "the 5th largest cell phone company in the world and the largest in all of the Americas with more than 241.5 million wireless subscribers." *Id.* The company has "more wireless customers than AT&T and Verizon combined." See http://www.tracfone.com/facelift/tour.jsp#a_overview, last visited February 22, 2012, a true and accurate copy of which is attached hereto and incorporated by reference herein as Exhibit "B".

6. TracFone provides nationwide prepaid wireless telephone service. It is a "pay-as-you-go prepaid wireless phone service that requires no contracts, no credit checks, no activation fees, no monthly bills and no age limits." See <http://www.tracfone.com/questions.jsp#>, last visited February 22, 2012, a true and accurate copy of which is attached hereto and incorporated by reference herein as Exhibit "C".

7. TracFone customers purchase prepaid wireless airtime cards that contain a number of minutes and a service period, which minutes are deducted for all time that TracFone

customers are connected to, or using, a wireless system. *Id.* If customers fail to purchase and add airtime prior to the service end date, the TracFone service is deactivated. *Id.* TracFone has special prepaid technology that is built into each wireless phone, thus a TracFone can only be used through TracFone Wireless. *Id.*; see also <http://www.tracfone.com/questions.jsp#/includes/content/questions/NumberPort.jsp?a=13278592>, last visited February 22, 2012, a true and accurate copy of which is attached hereto and incorporated by reference herein as Exhibit "D".

8. TracFone offers both local and long-distance telephone service. It contracts "with the major carriers to bring [customers] the same level of coverage by providing connectivity through the same cellular towers." See Exhibit "A". TracFone "use[s] the nation's leading cellular providers to create a national footprint covering 99% of the U.S. population," thereby offering "service everywhere cellular service is available." See Exhibit "C". The wireless telecommunications networks used to transmit TracFone calls are owned and operated by various licensed commercial mobile radio service ("CMRS") providers. *Id.*

9. TracFone "markets its handsets and airtime cards at over 80,000 retail locations across the United States," including in Missouri. See Exhibit "B". TracFone offers wireless handsets "from only the leading manufacturers such as Motorola, Nokia, LG, Kyocera and Samsung..." *Id.*

10. TracFone utilizes a dial tone and 7-digit or 10-digit home telephone numbers. Just like traditional wireless and wireline carriers, TracFone provides access to 911 emergency services and directory listings. The following telephone features, among others, are available with TracFone: Ringtones, Number Portability (e.g., from landline or other wireless carriers to TracFone), Voice Mail, Call Waiting, and Caller ID.

11. TracFone enables customers to establish communications by voice in real time, to receive calls that originate on the public switched telephone network ("PSTN"), and to terminate calls on the PSTN. TracFone utilizes telephone facilities (including exchange telephone facilities) in public rights-of-way.

12. Venue is proper pursuant to §508.010.2, RSMo, because Plaintiffs reside in St. Louis County and TracFone can be found, does business, and has a registered agent in St. Louis County.

CLASS ACTION ALLEGATIONS

13. This action is brought by Plaintiffs pursuant to Missouri Supreme Court Rule 52.08 on behalf of themselves and on behalf of all other Missouri municipal corporations and political subdivisions similarly situated, to wit: all Missouri cities or other political subdivisions which have adopted an ordinance in effect that imposes a business or occupational license tax on any person engaged in the business of supplying or furnishing telephone service (including exchange telephone service) in the city or political subdivision, or who is otherwise engaged in a telephone business therein.

14. The proposed class should include at least 40 Missouri municipalities, many of which are small with very limited resources. These and many other cities in the proposed class generally have a very small staff and budget, with little or no funds available for litigation of this nature. The class is so numerous that joinder of all members is impracticable.

15. The claims asserted by Plaintiffs on behalf of themselves and on behalf of class members present questions of law or fact common to the class, including, *inter alia*, whether TracFone supplies or furnishes telephone service (including exchange telephone service) in

Missouri municipalities, whether TracFone generates gross receipts from such operations, and whether such gross receipts are subject to municipal taxation.

16. The claims asserted by Plaintiffs on behalf of themselves are typical of the claims of the class in that their license tax ordinances are similar and the laws that apply thereto are similar.

17. Plaintiffs will fairly and adequately protect the interests of members of the class in that their interests are aligned, and Plaintiffs have been working closely in this matter with the Missouri Municipal League, a voluntary association of cities with approximately 98% of the total municipal population in the State of Missouri, as well as the St. Louis County Municipal League, a voluntary association of cities in St. Louis County, Missouri.

18. The prosecution of separate actions by individual members of the class would create a risk of: a) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for Defendant; and b) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. Furthermore, Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole. Defendant has maintained that said license tax ordinances do not apply to the business(es) in which it engages or to the gross receipts derived by Defendant from such operations, so it has refused to pay the license taxes despite demands therefor.

19. The questions of law or fact common to class members (*e.g.*, whether TracFone supplies or furnishes telephone service in Missouri municipalities, whether TracFone supplies or

furnishes exchange telephone service in Missouri municipalities, whether TracFone generates gross receipts from such operations, and whether such gross receipts are subject to municipal taxation) predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT I – DECLARATORY JUDGMENT, INJUNCTION AND ACCOUNTING
(LICENSE TAXES)

20. Plaintiffs repeat, reallege and incorporate by reference paragraphs 1-19 of this Petition as if more fully set forth herein.

21. Maryland Heights has compiled its ordinances. It has adopted and codified them in the Maryland Heights Municipal Code. Relevant provisions include the following:

A. § 13-127 of the Code provides as follows: "There is hereby levied and the city shall collect a license tax of five and one-half (5½) percent on the gross receipts of companies engaged in the business of supplying or furnishing electricity, electrical power, electrical service, gas, gas service, water, water service, telegraph or exchange telephone service, within the boundaries of the city."

B. § 13-128 of the Code provides as follows: "Each company upon which a tax is levied by this article shall, on forms designed and furnished by the city, make and file a verified return with the city covering the prior month. The return shall be filed on or before the twentieth day following the close of each such month and at that time the company shall pay the tax for the period covered by the return."

C. § 13-129 of the Code provides as follows: "Should the city not be satisfied with the accuracy of any return filed by any company pursuant to this article, or any statement required in support thereof, such company shall submit its books and records to examination by the duly authorized representatives of the city. Should it be ascertained that the gross receipts herein taxed of any such company during the specified period is greater than the amount reported, such company, notwithstanding its return, shall pay the tax hereunder on its gross receipts as ascertained by the city."

D. § 13-131 of the Code provides as follows: "In the event that any company fails to pay the tax or to discharge any liability under this article, suit may be filed in any court of competent jurisdiction to enforce the payment of the tax and liability."
(See Maryland Heights Municipal Code, Chapter 13, Article IV, a copy of which is attached hereto and incorporated by reference herein as Exhibit "E.")

22. Winchester has compiled its ordinances. It has adopted and codified them in the Winchester Municipal Code. Relevant provisions include the following:

A. § 640.010 of the Code provides as follows: "Pursuant to the laws of Missouri, every firm, person or corporation now or hereafter engaged in the business of supplying or furnishing telephone or telephone service in the City of Winchester, Missouri,

shall pay to the said City as a license or occupational tax six percent (6%) of the gross receipts derived from such business within the said City.”

B. § 640.020 of the Code provides as follows: “Every person, firm or corporation engaged in the business hereinbefore set forth in the City of Winchester is hereby required to file with the City Clerk of said City, on or before the last day of each calendar month, a sworn statement showing the gross receipts derived from such business during the preceding calendar month; and at the same time pay to the City Treasurer the tax hereinbefore set forth.”

C. § 640.030 of the Code provides as follows: “The City Clerk and such other persons as may be designated by the Board of Aldermen from time to time, is and are hereby authorized to investigate the correctness and accuracy of the statement so filed and for that purpose shall have access at all reasonable times to the books, documents, papers and records of any person making such return in order to ascertain the accuracy thereof.”

D. § 640.050 of the Code provides as follows: “Each and every offense and each day such violation continues shall be deemed a separate offense.” (See Winchester Municipal Code, Chapter 615, Article V, a copy of which is attached hereto and incorporated by reference herein as Exhibit “F.”)

23. The other class members have license tax ordinances similar to those of Plaintiffs, with gross receipts statement filing requirements, document inspection rights, and interest and penalty provisions for failure to pay the taxes or to otherwise comply with the ordinances. Most of the other class members also have compiled ordinances that they have adopted and codified in their codes.

24. Defendant is engaged in the business of furnishing or supplying telephone service (including exchange telephone service) in Plaintiffs and other Missouri municipalities or is otherwise engaged in a telephone business therein within the meaning of Plaintiffs' and other municipalities' license tax ordinances, and Defendant derives gross receipts from such business, and it has engaged in such business and has derived gross receipts therefrom at all times during the preceding five years and at all other times relevant to this action.

25. Plaintiffs have informed Defendant of their license tax ordinances and of the expectation of compliance therewith. Defendant has failed and refused to file the required statements and to pay all required license taxes during the preceding five years and at all other times relevant to this action. Accordingly, Defendant owes Plaintiffs license taxes, interest and penalties for said period.

26. TracFone is a telephone company within the meaning of Plaintiffs' and class members' business license tax ordinances, §§ 94.110, 94.270, and 94.360, RSMo, and applicable charters, and it has been at all times during the preceding five years and at all other times relevant to this action.

27. TracFone furnishes or supplies telecommunications services in Plaintiffs and other municipalities within the meaning of Plaintiffs' and class members' business license tax ordinances, and TracFone has done so at all times during the preceding five years and at all

other times relevant to this action.

28. TracFone engages in business in Plaintiffs and other municipalities and it derives gross receipts therefrom, and such has been the case at all times during the preceding five years and at all other times relevant to this action, in connection with its business(es) or service(s) that are the subjects of this action.

29. TracFone's competitors in the prepaid wireless segment, Cricket Communications, Inc. and Leap Wireless International, Inc., have paid and continue to pay business license taxes to Missouri municipalities pursuant to the same ordinances that TracFone refuses to honor. Cellular telephone service providers like Verizon, Alltel, AT&T Mobility, Sprint-Nextel, T-Mobile and US Cellular also pay the same taxes.

30. A justiciable controversy exists between Plaintiffs and Defendants.

31. Plaintiffs do not have an adequate remedy at law. Defendant's violations of Plaintiffs' license tax ordinances are continuing or are being constantly repeated, so that Plaintiffs would be required to bring successive actions to enforce the ordinances.

32. Unless Defendant is enjoined from violating Plaintiffs' license tax ordinances, Plaintiffs will suffer irreparable harm or injury. Plaintiffs are being deprived of revenues necessary for the public health, safety and welfare. In all probability, unless Defendant is so enjoined, Plaintiffs will continue to be deprived of such revenues in that Defendant has refused to pay the required license taxes, but it intends to continue engaging in its telephone business(es) in Plaintiffs and other municipalities and deriving gross receipts therefrom.

33. Defendant has a legal and fiduciary duty to keep and maintain accurate accounts and records of the gross receipts it derives from its telephone business in Plaintiffs and other municipalities and to file statements showing the amount(s).

34. An accounting is necessary to show the amount(s) due Plaintiffs and other municipalities from Defendant. Plaintiffs do not know the nature and extent of the gross receipts that Defendant has unilaterally excluded from the license tax base. Defendant has received significant amounts of revenue from its telephone business in Plaintiffs and has control of the pertinent records and account data.

35. An accounting will reveal whether Defendant correctly reports its gross receipts by including all categories of receipts subject to payment of a license tax under Plaintiffs' and other municipalities' ordinances and pays the required license tax thereon.

36. Plaintiffs have incurred and will continue to incur expenses for costs and attorneys' fees necessary for the investigation and prosecution of this action. Those attorneys' fees and other expenditures will result in a benefit to all members of the class, and Plaintiffs' counsel should recover same pursuant to applicable law.

WHEREFORE, Plaintiffs, on behalf of themselves and all other Missouri municipal corporations and political subdivisions similarly situated, pray that this Court:

A. Declare and adjudge that TracFone supplies or furnishes telephone service (including exchange telephone service) within the meaning of Plaintiffs' and other municipalities' business or occupational license tax ordinances, or otherwise engages in a telephone business that is subject to payment of a license tax thereunder.

B. Declare and adjudge that the gross receipts derived by TracFone from telephone service (including exchange telephone service) and all other sources are subject to taxation under said ordinances.

C. Declare and adjudge that TracFone owes Plaintiffs and other municipalities said

license taxes for the preceding five years and all other permitted times, together with interest and penalties.

D. Order an accounting of all monies that TracFone owes Plaintiffs and other municipalities under said license tax ordinances or an audit of Defendant's gross receipts.

E. Enjoin and restrain Defendant from violating said license tax ordinances of Plaintiffs and other municipalities by engaging in business subject to the ordinances but not filing the required statements showing the gross receipts derived therefrom and paying all required taxes thereon.

F. Award attorneys' fees and costs from the amount(s) recovered for the common benefit of the class.

G. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT II – BACK TAXES, INTEREST AND PENALTIES (LICENSE TAXES)

37. Plaintiffs repeat, reallege and incorporate by reference paragraphs 1-36 of this Petition as if more fully set forth herein.

38. TracFone owes Plaintiffs and other municipalities back taxes, with interest and penalties, as a result of its failure and refusal to comply with Plaintiffs' and other municipalities' business license tax ordinances.

WHEREFORE, Plaintiffs, on behalf of themselves and all other Missouri municipal corporations and political subdivisions similarly situated, pray that this Court:


A. Enter judgment in favor of each class member and against TracFone for the license tax, interest and penalty due each class member from TracFone.

B. Award attorneys' fees and costs from the amount(s) recovered for the common

benefit of the class.

C. Order such other and further relief as the Court deems just and proper under the circumstances.

KOREIN TILLERY, LLC

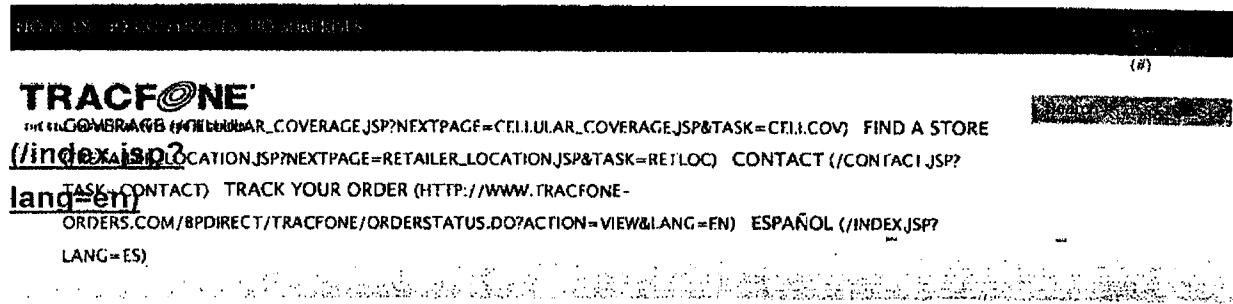
By: 

John W. Hoffman, #41484
Douglas R. Sprong, #39585
505 N. 7th Street, Suite 3600
St. Louis, MO 63101
Tel. (314) 241-4844
Fac. (314) 241-1854

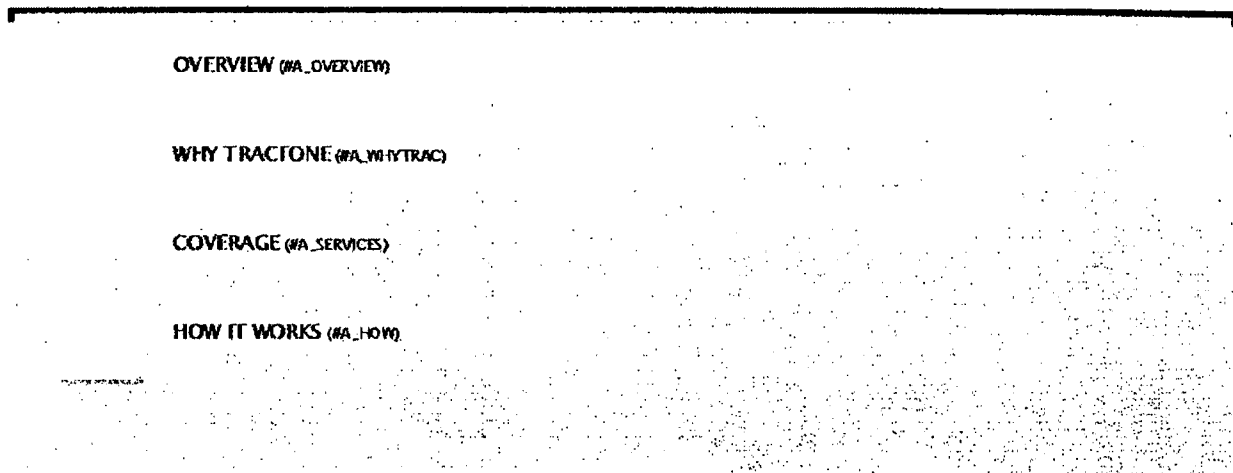
John F. Mulligan, Jr., #34431
101 South Hanley, Ste. 1280
Clayton, MO 63105
Tel. (314) 725-1135
Fac. (314) 727-9071

Howard Paperner, P.C. #23488
9322 Manchester Road
St. Louis, MO 63119
Tel. (314) 961-0097
Fac. (314) 961-0667

ATTORNEYS FOR PLAINTIFFS



Why TracFone



About Us

About TracFone

TracFone Wireless is America's largest "No-Contract" cellular service provider in the U.S. with over 19.3 million subscribers. TracFone Wireless is a subsidiary of América Móvil S.A.B. de C.V. ("AMX") (BMV: AMX; NYSE: AMX; Nasdaq: AMOV; LATIBEX: XAMXL), the 5th largest cell phone company in the world and the largest in all of the Americas with more than 241.5 million wireless subscribers.

Our formula for success is simple — exclusive focus on "No-Contract" cell phones and service. It's all we do. Our customers enjoy the freedom and flexibility our services provide. TracFone Wireless believes that cell phone ownership is a right, not a privilege and an important part of everyone's life for success in today's world. Everyone should have the right to always know what their cell phone service will cost and no one should have to pay more than they want or can afford. TracFone Wireless believes in making the cost to own & maintain a cell phone as low as possible and TracFone Wireless never charges extra fees to activate, reactivate or cancel your service.

We market four brands that cover everyone's needs for cellular service: the TracFone brand is for light users that want the lowest out-of-pocket costs, while the NET10 brand is for flexibility, allowing you to switch from Unlimited and other no-contract monthly plans to Pay As You Go, as often as you'd like. Straight Talk is for anyone that wants "everything you need in a cell phone without a contract" with its "All You Need" and "Unlimited" plans, sold exclusively at Walmart; the SafeLink brand is a government supported program that provides a free cell phone and airtime each month for income-eligible customers.

EXHIBIT A

Our Brands



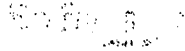
<http://www.tracfone.com>



<http://www.net10.com>



<http://www.straighttalk.com>



<http://www.safelink.com>

Our Phones

TracFone Wireless offers handsets from only the leading manufacturers such as Motorola, Nokia, LG, Kyocera and Samsung, for as low as \$9.99. We are able to bring the highest quality phones and features to customers at the best prices. TracFone Wireless offers a range of cell phones that include Candy Bar style, Camera, Flip, Sliders, Smart Phones, Touch Screen and QWERTY keyboard phones. [Click here \(/phones.jsp?task=phones&subTask=allPhones\)](#) for phone details.

Our Coverage

TracFone Wireless is known for its coverage in 99.6% of the cellular populations. We are contracted with the major carriers to bring you the same level of coverage by providing connectivity through the same cellular towers. To verify your coverage area, service and cell phone availability, please enter your Zip Code at the [Buy Phones \(/e_store.jsp?task=buyphone\)](#) page.

Our Retailers

TracFone Wireless markets its handsets and airtime cards at over 80,000 retail locations across the United States, Hawaii, Alaska and Puerto Rico. SafeLink is only available by registering online at safelink.com, albeit SafeLink customers may purchase TracFone airtime cards at over 80,000 retail locations.

Contact Information

For Customer Service

TracFone: 1-800-867-7183

SafeLink: 1-800-378-1684

NET10: 1-877-836-2368

Straight Talk: 1-877-430-2355

Mailing Address:

TracFone Wireless, Inc.
9700 NW 112th Avenue
Miami, FL 33178

TracFone - Tour

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or Corporate Email Communications
CorporateOffice@tracfone.com (<mailto:ERDManagement@tracfone.com>)
Or call us at: 1-800-876-5753

Why TracFone

[Overview \(/facelift/tour.jsp\)](#)

[Why TracFone \(/facelift/tour.jsp#a_wytrac\)](#)

[Coverage \(/facelift/tour.jsp#a_services\)](#)

[How It works \(/facelift/tour.jsp#a_how\)](#)

[About Us \(/facelift/tour.jsp#a_about\)](#)

[Careers \(/careers.jsp\)](#)

Phones

[Browse All Phones \(/phones.jsp\)](#)

[Shop Phones \(/e_store.jsp?task=buyphone&lang=en\)](#)

[Shop Bundles \(/e_store.jsp?task=buyphone&lang=en\)](#)

Airtime

[Pay As You Go \(https://www.tracfone.com/direct/Purchase?payGo=true&app=TRACFONE&lang=en\)](https://www.tracfone.com/direct/Purchase?payGo=true&app=TRACFONE&lang=en)

[Monthly Value Plans \(/autopay_enrollmen/new_BP_Program.jsp?nextPage=new_BP_Program.jsp&task=autopay&AID=SAC2&lang=en\)](#)

[Buy Airtime From Phone \(/handset_purchase/handsetPurchase.jsp?&lang=en\)](#)

[International Long Distance \(http://www.tracfoneld.com/?AID=LDHPB\)](#)

[Apps & More \(/data_svs/index.jsp?&lang=en\)](#)

Support

[Technical Support \(/case_select_action.jsp\)](#)

[Switch Number to TracFone \(https://www.tracfone.com/direct/init_activation.jsp?app=TRACFONE&lang=en&coming_from=activation\)](#)

[Update Area Code \(/area_code_update_info.jsp?task=area_code_update&lang=en\)](#)

[FAQs \(/questions.jsp\)](#)

[Support Forum \(http://www.tracfoneforum.com/\)](#)

[Track Your Order \(http://www.tracfone-orders.com/bpdirect/tracfone/OrderStatus.do?action=view&lang=en\)](#)

[Welcome Center \(/welcome_center/index.jsp\)](#)

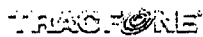
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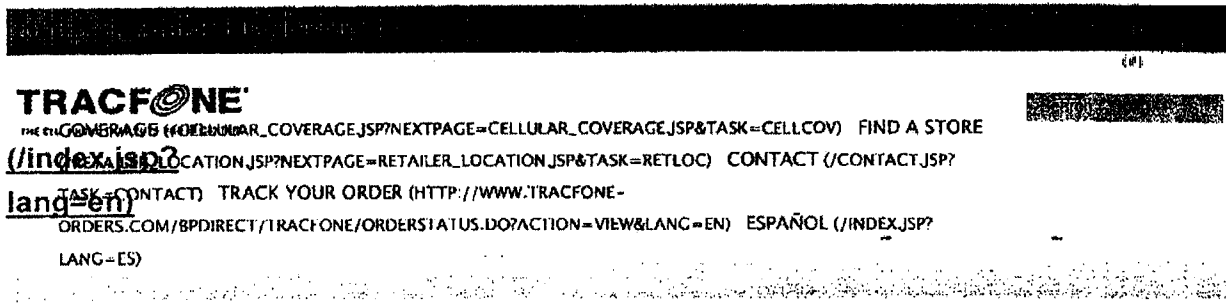
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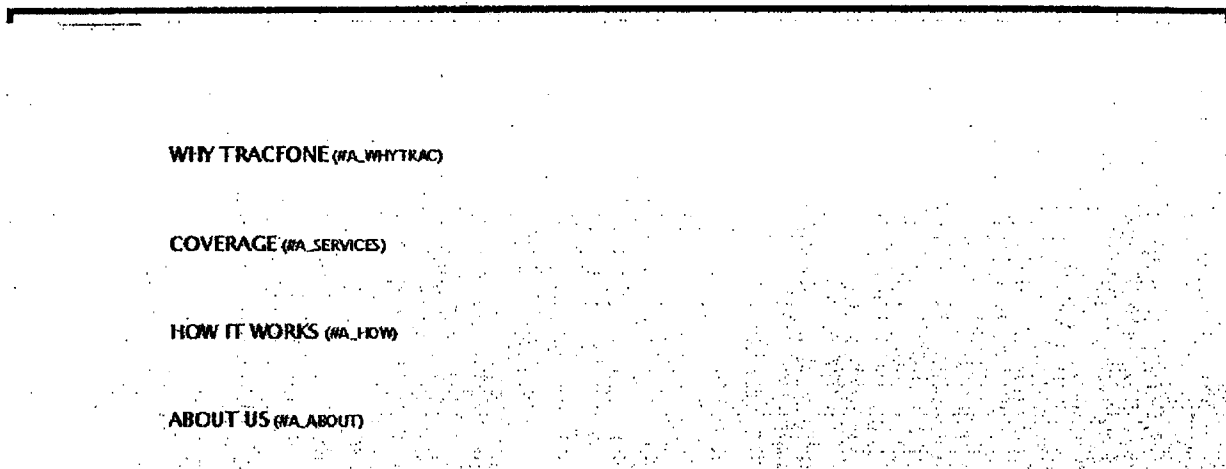
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Tracfone Family Brands





Why TracFone



Overview

Who We Are

TracFone Wireless, America's prepaid wireless leader, is a subsidiary of América Móvil, a company with more wireless customers than AT&T and Verizon combined.

What We Do

We offer the least expensive way to own and use a cell phone in America. No contracts, credit checks, activation charges or cancellation fees. And no surprises! Brand name phones from leading manufacturers like Motorola, Kyocera, LG, Nokia and Samsung. Choose from simple "Candy Bar" phones, to Bluetooth®-enabled "Smart" phones.

EXHIBIT B

How We Do It

We market four brands that cover everyone's needs for wireless service: the TracFone brand is for light users that want the lowest out-of-pocket costs while the NET10 brand is for medium to heavy users that desire more minutes for the money; Straight Talk is for anyone that wants "everything you need in a cell phone without a contract" with its "All You Need" and "Unlimited" plans sold exclusively at Walmart and at StraightTalk.com; the SafeLink brand is a government supported program that provides a free cell phone and airtime each month for income-eligible customers.

Our Phones

TracFone Wireless offers handsets from only the leading manufacturers such as Motorola, Nokia, LG, Kyocera and Samsung. We are able to bring the highest quality phones and features to customers at the best prices. TracFone Wireless offers a wide range of cell phones that include "Candy Bar" style, "Camera," "Flip," "Sliders," "Smart" phones, "Touch Screen" and "QWERTY" keyboard phones.

Our Coverage

TracFone Wireless is known for its coverage in 99.6% of the cellular populations. We are contracted with the major carriers to bring you the same level of coverage by providing connectivity through the same cellular towers. To verify your coverage area, service and cell phone availability, please enter your Zip Code at the Buy Phones page. [Shop \(/e_store.jsp?task=buyphone\)](#)

Our Retailers

TracFone Wireless markets its handsets and airtime cards at over 80,000 retail locations across the United States, including Hawaii, Alaska and Puerto Rico. SafeLink is only available by registering online at [safelink.com](#). Airtime is purchased online, from your phone or from 80,000 retailers throughout the country. [Retailers \(/retailer_location.jsp\)](#)

Why TracFone

[Overview \(/facelift/tour.jsp\)](#)

[Why TracFone \(/facelift/tour.jsp#a_whytrac\)](#)

[Coverage \(/facelift/tour.jsp#a_services\)](#)

[How it works \(/facelift/tour.jsp#a_how\)](#)

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[Browse All Phones \(/phones.jsp\)](#)

[Shop Phones \(/e_store.jsp?task=buyphone&lang=en\)](#)

[Shop Bundles \(/e_store.jsp?task=buyphone&lang=en\)](#)

Airtime

Pay As You Go (<https://www.tracfone.com/direct/Purchase?payGo=true&app=TRACFONE&lang=en>)

Monthly Value Plans (/autopay_enrollment/new_BP_Program.jsp?nextPage=new_BP_Program.jsp&task=autopay&AID=SAC2&lang=en)

Buy Airtime From Phone (/handset_purchase/handsetPurchase.jsp?&lang=en)

International Long Distance (<http://www.tracfonell.com/?AID=ILDHPB>)

Apps & More (/data_svs/index.jsp?&lang=en)

Support

Technical Support (/case_select_action.jsp)

Switch Number to TracFone (https://www.tracfone.com/direct/init_activation.jsp?app=TRACFONE&lang=en&coming_from=activation)

Update Area Code (/area_code_update_info.jsp?task=area_code_update&lang=en)

FAQs (</questions.jsp>)

Support Forum (<http://www.tracfoneforum.com/>)

Track Your Order (<http://www.tracfone-orders.com/bpdirect/tracfone/OrderStatus.do?action=view&lang=en>)

Welcome Center (/welcome_center/index.jsp)

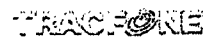
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TracFone Family Brands





TRACFONE

THE CELLULAR COVERAGE (/CELLULAR_COVERAGE.JSP?NEXTPAGE=CELLULAR_COVERAGE.JSP&TASK=CELLCOV) FIND A STORE

(/index.jsp?LOCATION.JSP?NEXTPAGE=RETAILER_LOCATION.JSP&TASK=RETLOC) CONTACT (/CONTACT.JSP?

lang=en) TRACK YOUR ORDER (HTTP://WWW.TRACFONE-

ORDERS.COM/BPDIRECT/TRACFONE/ORDERSTATUS.D07ACTION=VIEW&LANG=EN) ESPAÑOL (/INDEX.JSP?

LANG=ES)

Frequently Asked Questions

PRODUCTS (JAVASCRIPT:VOID(0))

FEATURES (JAVASCRIPT:VOID(0))

GETTING STARTED (JAVASCRIPT:VOID(0))

GENERAL INFORMATION (JAVASCRIPT:VOID(0))

POLICIES AND PROCEDURES (JAVASCRIPT:VOID(0))

TRANSFER NUMBER (JAVASCRIPT:VOID(0))

SERVICES (JAVASCRIPT:VOID(0))

TROUBLESHOOTING (JAVASCRIPT:VOID(0))

What is so special about TracFone?

TracFone is the pay-as-you-go prepaid wireless phone service that requires no contracts, no credit checks, no activation fees, no monthly bills and no age limits!

Where can I buy a TracFone Prepaid Wireless Airtime Card?

How often do I need to purchase and add an Airtime card?

How do I find my Serial number?

What area does TracFone service?

EXHIBIT C

Why does my phone display SIM card registration failed?

Which retail stores offer TracFone products?

What should I do if I am unable to make or receive any calls on my phone?

Why is TDMA and Analog service being shut down?

Why TracFone

[Overview \(/facelift/tour.jsp\)](#)

[Why TracFone \(/facelift/tour.jsp#a_whytrac\)](#)

[Services \(/facelift/tour.jsp#a_services\)](#)

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[Careers \(/careers.jsp\)](#)

Phones

[Browse All Phones \(/phones.jsp\)](#)

[Shop Phones \(/e_store.jsp?task=buyphone&lang=en\)](#)

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Airtime

[Pay As You Go \(https://www.tracfone.com/direct/Purchase?payGo=true&app=TRACFONE&lang=en\)](https://www.tracfone.com/direct/Purchase?payGo=true&app=TRACFONE&lang=en)

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[Buy Airline From Phone \(/handset_purchase/handsetPurchase.jsp?&lang=en\)](#)

[International Long Distance \(http://www.tracfoneid.com/?AID=ILDHPB\)](http://www.tracfoneid.com/?AID=ILDHPB)

[Apps & More \(/data_svs/index.jsp?&lang=en\)](#)

Support

[Technical Support \(/case_select_action.jsp\)](#)

[Switch Number to TracFone \(https://www.tracfone.com/direct/init_activation.jsp?app=TRACFONE&lang=en&coming_from=activation\)](https://www.tracfone.com/direct/init_activation.jsp?app=TRACFONE&lang=en&coming_from=activation)

[Update Area Code \(/area_code_update_info.jsp?task=area_code_update&lang=en\)](#)

[FAQs \(/questions.jsp\)](#)

[Support Forum \(http://www.tracfoneforum.com/\)](http://www.tracfoneforum.com/)

[Track Your Order \(http://www.tracfone-orders.com/bpdirect/tracfone/OrderStatus.do?action=view&lang=en\)](http://www.tracfone-orders.com/bpdirect/tracfone/OrderStatus.do?action=view&lang=en)

[Welcome Center \(/welcome_center/index.jsp\)](#)

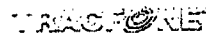
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THE CELL PHONE
COVERAGE (CELLULAR_COVERAGE.JSP?NEXTPAGE=CELLULAR_COVERAGE.JSP&TASK=CELLCOV) FIND A STORE
(/index.jsp?LOCATION.JSP?NEXTPAGE=RETAILER_LOCATION.JSP&TASK=RETLOC) CONTACT (/CONTACT.JSP?
TASK=CONTACT) TRACK YOUR ORDER (HTTP://WWW.TRACFONE-
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POLICIES AND PROCEDURES (JAVASCRIPT:VOID(0))

TRANSFER NUMBER (JAVASCRIPT:VOID(0))

SERVICES (JAVASCRIPT:VOID(0))

TROUBLESHOOTING (JAVASCRIPT:VOID(0))

Getting Started > Adding Airtime

Can I add Airtime to my TracFone online?

How do I add Airtime to my TracFone?

Where can I find my Airtime PIN number on my Airtime card?

Can I add Airtime to another person's TracFone?

What happens if I forget to buy and add Airtime to my TracFone?

To keep your TracFone Service active, you must add Airtime before the Service End Date or the number of days left displayed on your TracFone screen. If your TracFone runs out of Airtime, you will need to add a TracFone Prepaid Wireless Airtime card to add more. The amount of minutes you use is entirely up to you. Adding more TracFone Airtime cards extends your active service 30, 90, or 365 days from the date the card is added, depending on the denomination of the Airtime card. Unlike most plans, the minutes and service days you add to your TracFone will be added to the minutes and service days you already have.

How do I know how often to buy and add Airtime?

Why would my phone number be cancelled if I do not add an Airtime card on time?

Will I lose my remaining minutes if I go past my Service End Date?

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Where can I find my Airtime PIN number on my Airtime card?

Can I add Airtime to another person's TracFone?

What happens if I forget to buy and add Airtime to my TracFone?

How do I know how often to buy and add Airtime?

To keep your TracFone service active, you will need to buy and add a TracFone Prepaid Wireless Airtime card before the Service End Date or days left displayed on your TracFone. If your TracFone runs out of Airtime you will need to buy a TracFone Prepaid Wireless Airtime card to add more minutes. Each additional card you add will further extend the days left displayed on your screen or Service End Date by the number of days specified on the card or register receipt, without limitation. Your Service End Date or days left and minutes will be displayed every time you turn on the TracFone.

Why would my phone number be cancelled if I do not add an Airtime card on time?

Will I lose my remaining minutes if I go past my Service End Date?

If I have an annual service card such as the 1-year Prepaid Wireless Airtime card, can I renew it before my Service End Date?

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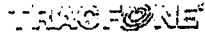
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What happens if I forget to buy and add Airtime to my TracFone?

How do I know how often to buy and add Airtime?

Why would my phone number be cancelled if I do not add an Airtime card on time?

TracFone pays all charges to the carriers every month when we issue you a wireless phone number for your use. If you stop buying and adding Airtime cards, TracFone will stop paying the charges on that line for your use and will reassign that telephone number to a new TracFone customer. All it takes to get your phone Activated again is to buy and add a TracFone Prepaid Wireless Airtime card. Buy a TracFone Prepaid Wireless Airtime Card online or at your nearest retailer then add the card online or call our Customer Care Center at 1-800-867-7183. We will then assign you a new phone number and Reactivate your TracFone.

Will I lose my remaining minutes if I go past my Service End Date?

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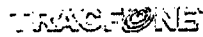
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Where can I buy a TracFone Prepaid Wireless Airtime Card?

How often do I need to purchase and add an Airtime card?

How do I find my Serial number?

What area does TracFone service?

TracFone provides nationwide prepaid wireless service. We use the nation's leading cellular providers to create a national footprint covering 99% of the U.S. population. This gives you service everywhere

cellular service is available. To view your local coverage area [click here \(/cellular_coverage.jsp?nextPage=cellular_coverage.jsp&task=cellcov\)](#).

Why does my phone display SIM card registration failed?

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What should I do if I am unable to make or receive any calls on my phone?

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TRACFONE WIRELESS, INC.

TERMS AND CONDITIONS OF SERVICE

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and TracFone Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. TracFone Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the TracFone Wireless website found at www.tracfone.com. Customers enrolled in the "Commercial Sales" Program may be subject to additional terms and conditions of service including additional terms associated with any alternative billing arrangements that may be in place for Commercial Sales customers. To the extent any additional Commercial Sales program terms and conditions vary from those contained in these terms and conditions, the Commercial Sales terms will control.

By purchasing or activating your TRACFONE or using any TRACFONE service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. ACTIVATING AND USING YOUR TRACFONE

Before you can use your TRACFONE, you must activate it by calling Customer Care at 1-800-867-7183 from a landline phone or by visiting the TRACFONE website at www.tracfone.com. You must accept the TRACFONE telephone number assigned to your TRACFONE at the time of activation, however, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not TracFone Wireless. Your TRACFONE can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. TracFone Wireless Services are provided at TracFone's discretion. Some functions and features referenced in the Manufacturer's manual provided with your TRACFONE handset may not be available on your TRACFONE. TracFone Wireless may modify or cancel any service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

2. AIRTIME RATES

TRACFONE Wireless Airtime is issued in unit increments. Units are deducted from the TRACFONE in the following manner: for GSM phone models (GSM technology), all calls are charged at a rate of one (1) unit per minute. For all other phone models, calls are charged at a rate of one (1) unit per minute, unless the call is a roaming call. Roaming calls (refer to the Roaming Section of the Terms and Conditions of Services) are charged at the rate of two (2) units per minute. In addition to the above, there is no additional charge for nationwide long distance or for international long distance to countries designated at www.tracfone.com.

3. TEXT MESSAGING

The rates to send or receive a text message to another person's phone using your TRACFONE are disclosed on your TRACFONE package. If you do not want minutes/units deducted from our TRACFONE, then do not send a text message and/or do not open any incoming text messages.

TRACFONE service does not allow international text messages. Attempting to send international messages could result in service deactivation.

Please note that TracFone Wireless does not generally participate in Premium SMS services or campaigns.

Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than TracFone Wireless. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a TracFone Wireless authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns (not authorized by TracFone Wireless), whether you incur charges as deductions from your TRACFONE handset or from your credit card, are not refundable. You may purchase from TracFone Wireless ring tones, graphics and certain information services and utilize multi-media services with certain TRACFONE models. See TracFone Data Services below.

4. INTERNATIONAL CALLS

You may now use your TRACFONE to make international calls to landlines (including some cellular phones in some countries) at no additional charge (See www.tracfone.com for available countries and details). The available countries are subject to change without prior notice. In order to place an international call, you will need to dial the international long distance access number 1-800-706-3839 and follow the instructions. From Alaska, Hawaii and the U.S. Virgin Islands you will need to dial 305-938-5673 as the international long distance access number. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialled numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. TracFone Wireless will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your TRACFONE when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

TRACFONE International Neighbors is a service that enables callers in Mexico and Canada to set up a local number to ring on a TRACFONE in the US. (Please call 1-800-867-7183 for details).

5. ADDING AIRTIME

Your TRACFONE will only operate when you have airtime minutes/units available on the TRACFONE handset. Add airtime by entering the PIN number (obtained from TRACFONE Prepaid Wireless Airtime cards or from a retailer cash register receipt) at the Redeem Airtime or Add Airtime menu on your phone, through 1-800-867-7183 or on the TRACFONE website at www.tracfone.com.

6. AIRTIME CARDS

Each TRACFONE Prepaid Wireless Airtime card comes with a number of minutes and a service period that begins to run from the day you add the Airtime card to your TRACFONE. For each TRACFONE Airtime card you purchase and add to your TRACFONE, you will receive the number of minutes and service days indicated on the card.

Each additional card you add will further extend the Service End Date by the number of days specified on the card or cash register receipt, without limitation. "Service End Date" is the last day of your service period. Airtime minutes added to your TRACFONE do not expire with active service and usage within a period of twelve (12) consecutive months.

Double and Triple Minutes for Life of Phone: Some TRACFONE phones and Airtime Cards include a Double or Triple Minutes for Life feature. The double or triple minutes feature applies to the life of a single TRACFONE phone. The double or triple minutes feature is not transferable to another TRACFONE even if your phone is damaged, lost or stolen. Any minutes included with a Double or Triple Minute Airtime Card will not double or triple. Only those purchased minutes that are redeemed after the redemption of a Double or Triple Minute card will double or triple. Promotional, bonus and other non-purchased airtime minutes will not double or triple. You may not add a Double or Triple Minute card to a TRACFONE that already has a Double or Triple minute feature or card. Doing so will not result in any additional doubling or tripling of purchased airtime.

Customers Please Note: If you are a SafeLink Customer on Plan Option 1 or 2, TracFone Airtime minutes added to your SAFELINK WIRELESS phone do not expire with active service and Usage (as defined in the SafeLink Terms and Conditions) during a consecutive sixty (60) day period. If you are a SafeLink customer enrolled in plan option 3, all of your unused minutes expire at the end of each month upon your receipt of your free 250 monthly minutes unless you have purchased and added a TracFone airtime card to your phone. You may carry over unused airtime minutes on the SafeLink 250 Minute Plan for up to 3 consecutive months if you purchase and add airtime from a TracFone Airtime Card before the 25th day of the month. By purchasing and adding a TracFone airtime card before the 25th of the month, your unused airtime minutes (including your free monthly allotment and any additional TracFone Airtime cards) will carry over for 3 consecutive months from the date of your last TracFone Airtime Card redemption. If you purchase and redeem a TracFone Airtime Card on or after the 26th day of any month, your airtime balance will be reset and not be carried over to the next month. The minutes you purchased will be carried over together with your next three allotments of free monthly minutes. Adding more than one Airtime Card at the same time will NOT extend your airtime carry over for more than the 3 consecutive

months. The 3 month carry over is effective from the date of redemption of the last airtime card redeemed to your phone.

Airtime minutes do not have any cash value. Promotional, bonus and other non-purchased airtime minutes will not double or triple. The purchase of TRACFONE Prepaid Wireless airtime cards is non-refundable. TRACFONE Prepaid Wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.

7. AIRTIME VALUE PLANS

From time to time, TracFone Wireless may offer its customers various airtime plans or "Value Plans." TracFone's current Value Plans are described on TracFone's website at www.tracfone.com. You may enroll in a Value Plan by registering your TRACFONE and credit card at www.tracfone.com. All TracFone Value Plans are governed by these Terms and Conditions and the applicable Value Plan's Terms and Conditions which are also available at www.tracfone.com.

TracFone Wireless may modify its Value Plan offerings at any time. In the event of any modification that increases the charges associated with your Value Plan, you will receive 30 days notice prior to being charged the new rate. Value Plans may not be combined with any other discount or promotion.

8. AIRTIME ON DEMAND

The Airtime on Demand feature available on particular TRACFONE handsets allows you to buy Airtime directly from your TRACFONE by registering your phone and credit card at www.tracfone.com. Airtime on Demand purchases are governed by these Terms and Conditions.

9. SERVICE END DATE, DUE DATE OR SERVICE DAYS REMAINING

If you do not purchase and add airtime prior to the Service End Date or Due Date or before your Service Days run out your TRACFONE Service will be deactivated on the Service End Date or Due Date and you will lose your TRACFONE phone number, even if you have minutes remaining. To prevent this from occurring, please keep your TRACFONE Service active by purchasing and adding one or more airtime cards before the Service End Date, Due Date or when no Service Days are left. Notwithstanding the Service End Date, Due Date or Service Days left, as may be displayed on your TRACFONE, TracFone Wireless reserves the right to discontinue service and deactivate any TRACFONE handset for which there is no voice, text or Data Services usage for a period of twelve (12) consecutive months. If your Service is deactivated, your TRACFONE can be reactivated by purchasing and adding any TRACFONE Prepaid Wireless Airtime card. However, once reactivated, your TRACFONE will be assigned a new phone number. Airtime which remained at the time of deactivation will remain on your TRACFONE if it is reactivated within 60 days from the deactivation date. However, airtime which remained at the time of deactivation will be lost if your TRACFONE Service remains deactivated longer than 60 days.

10. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your TRACFONE is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated.

Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 611, Customer Care, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging and accessing the TracFone Wireless Mobile Web ("WAP"). Airtime minutes are deducted for all text messages sent and incoming text messages which are opened. No credit is given for dropped calls. Your phone provides 10 set up airtime minutes which may be used for test calls at TRACFONE's discretion.

11. EMERGENCY CALLS

If you are in an area where your TRACFONE is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your TRACFONE in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

12. UNAUTHORIZED USAGE; TAMPERING

The TRACFONE handset is sold exclusively for use by you, the end consumer, with the TRACFONE prepaid wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your TRACFONE handset, including without limitation, any resale, unlocking and/or reflashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to unlock, reflash, tamper with or alter your TRACFONE or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your TRACFONE or the Service, or assist others in such acts, or to sell and/or export TRACFONE handsets outside of the United States. These acts violate TRACFONE's rights and state and federal laws. Improper, illegal or unauthorized use of your TRACFONE is a violation of this agreement and may result in immediate discontinuation of Service and legal action. TRACFONE will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your TRACFONE shall entitle TracFone Wireless to recover liquidated damages from you in an amount not less than \$5,000 per TRACFONE handset purchased, sold, acquired or used in violation of this agreement.

Some TRACFONE handsets have SIM cards. If your TRACFONE has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly extract, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent, clone or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card or TRACFONE Phone via any software and/or hardware methods. Customers may not remove SIM Cards from their phones nor place them in any other phone. Doing so could subject You to immediate termination of service without any right to a refund for the phone or airtime purchased. The Carriers, TracFone Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your TRACFONE is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such usage is considered unauthorized usage by TracFone for which your Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for your handset or unused airtime.

13. COVERAGE MAPS

You will find coverage maps on our website, www.tracfone.com. These maps are for general informational purposes only. However, TracFone does not guarantee coverage, service availability or the rate charged for any particular call. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. Thus, it is possible your phone will roam even in the area depicted as your home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

14. ROAMING

"Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming usually occurs when you make and receive calls outside of your network coverage area. When your TRACFONE is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. For most TRACFONE models, roaming calls are charged one (1) unit of airtime per minute, the same as all other calls. For some older TRACFONE models, roaming calls may be charged at the rate of two (2) units of airtime per minute. When you make or receive a call, the charge rate (either 1.0/minute or 2.0 per minute) will be displayed on your phone's screen. Even if you are using your TRACFONE in your network coverage area, roaming can occur if there is a high volume of callers in the area, if your Carrier's signal is too weak or for other reasons. Instead of having a call blocked or dropped, your TRACFONE might use another's Carrier's tower or network to enable your call to go through. Thus, roaming is based on the Carrier tower receiving and transmitting the call; not your physical location at the time the call is made. Accordingly, if you have one of the older TracFone models of phones that deduct 2 units per minute of use, TracFone Wireless advises you to check the roaming indicator on your TRACFONE to determine actual areas where the roaming rate applies. When the TRACFONE roaming indicator is displayed, then the roaming rate will apply to calls made or received in that area at that time. Availability, quality of coverage and Services while roaming are not guaranteed.

15. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, TracFone Wireless reserves the right to substitute and/or replace any TracFone equipment (including handsets) with other TracFone equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular TRACFONE handset may not be available on your TRACFONE. TracFone Wireless does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither TracFone Wireless, nor any Carrier, shall have any liability for Service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your TRACFONE outside during a lightning storm. You should also unplug the TRACFONE power cord and charger to avoid electrical shock and/or fire during a lightning storm.

16. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

17. LIMITED WARRANTY

A new TracFone phone is covered by a one year limited warranty, set forth below, administered by TracFone. A reconditioned TracFone phone also has a one year limited warranty provided by TracFone and all TracFone accessories have a 90-day limited warranty against defects in materials and workmanship under normal use by the purchaser. You may obtain warranty service directly from TracFone.

How to obtain Warranty Service. To obtain warranty service from TracFone on a new or reconditioned phone or TracFone accessories, please contact Technical Support at 1-800-867-7183. If your problem cannot be resolved over the phone, our TracFone technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated TracFone Service Center for repair or replacement, at TracFone's discretion.

Terms of Limited Warranty. TracFone warrants to you, the Customer, that your TracFone cellular phone ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

- (1) The limited warranty for the Product extends for one (1) year beginning on the date of the purchase of the Product.
- (2) The limited warranty extends only to the original purchaser ("Consumer") of the Product and is not assignable or transferable to any subsequent purchaser/end-user.
- (3) The limited warranty extends only to Consumers who purchase the Product in its original packaging from an authorized dealer.
- (4) During the limited warranty period, TracFone will replace or repair, at TracFone's sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished replacement Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. TracFone may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. TracFone's limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to TracFone for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. TracFone shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.

(5) Upon request from TracFone, the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.

(6) The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:

a) The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of TracFone, including damage caused by shipping.

b) The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended for interconnection by TracFone.

c) TracFone was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days after the expiration of the applicable limited warranty period.

d) The Product serial number plate or the enhancement data code has been removed, defaced or altered.

e) The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.

f) The Product is outside of the one (1) year Limited Warranty period.

(7) TracFone does not warrant uninterrupted or error-free operation of the Product or service. TracFone cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. If a problem develops during the limited warranty period, the Consumer shall contact TracFone Customer Care for repair or replacement processing of the Product. TracFone shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.

(8) You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.

(9) TRACFONE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TRACFONE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF TRACFONE KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. TRACFONE SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES OR OTHER CONTENT.

(10) Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may also have other rights which vary from state to state.

(11) TracFone neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.

(12) This is the entire warranty between TracFone and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.

(13) This limited warranty allocates the risk of failure of the Product between the Consumer and TracFone. The allocation is recognized by the Consumer and is reflected in the purchase price.

18. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

19. TRACFONE DATA SERVICES

With certain TRACFONE phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through TracFone Wireless Mobile Web ("WAP"). Data Services are additional Services offered by TracFone Wireless, and there is an additional charge or debit of minutes/units for use of such Services.

Access/Purchase Data Services. In order to purchase, download or access TracFone Wireless Data Services, your TRACFONE must have active service and sufficient available airtime (minutes). Your TRACFONE will not let you open the WAP browser without an airtime balance of at least 10 minutes.

Each time you access the TracFone Wireless WAP with your TRACFONE's browser, 0.5 units per minute will be deducted from your TRACFONE ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute.

Access Charges begin when your TRACFONE makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your TRACFONE to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content you purchase and download. You will be advised of the Content Charges prior to finalizing your purchase.

The Data Services you purchase and download may only be used or viewed on the TRACFONE for which they were purchased and cannot be transferred to any other device, including a new or replacement TRACFONE. Data Services are non-refundable and non-transferable.

Purchase Options for Data Services: You may purchase Data Services either through your TracFone's WAP browser or through the Internet (with a personal computer) at www.tracfone.com/data. When you purchase Data Services from the Internet at www.tracfone.com/data/, the Content Charge will be shown in both U.S. Dollars and in minutes/units. You will have the opportunity to select one of two payment options: (1) using a credit card to pay the purchase price shown, or (2) a direct deduction of minutes from your TRACFONE. The number of minutes to be charged is based on the last airtime card added to your TRACFONE. See Purchasing Data Services With Airtime Minutes below.

How to purchase from the Internet (www.tracfone.com): Go to "Airtime" at www.tracfone.com, select "Apps & More" and enter your TRACFONE's phone number and serial number (ESN /IMEI). This will take you to the TracFone Wireless Data Services content catalog where you can browse, sample and purchase ringtones and/or

graphics and/or games. After you find a title, and select "Buy," you will then be presented with the two purchase options described above.

How to purchase through your TRACFONE's WAP browser: Select "BROWSER" on your TRACFONE. When you use your TRACFONE's WAP browser to purchase Data Services, only the unit charge purchase option is available. Credit card payments are not available when purchasing through your TRACFONE. Note: Ringtones can only be sampled at www.tracfone.com/data using a personal computer.

Purchasing Data Services with Airtime Minutes: The charges for Data Services purchases are determined by the last airtime card added to your TRACFONE. Your TRACFONE will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your TRACFONE. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor(s) are subject to change at any time without prior notice. The current Dollar-To-Minute Conversion Factors for Data Services may be accessed on the TracFone website. Click on "Airtime" and from the drop down menu select "Apps & More" and then selecting "Cost." The chart details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase.

Charges for MMS (e.g., picture messaging). You will be charged 1.0 unit to send or receive a multi-media message (the "MMS Charge"). In addition to the 1.0 unit MMS Charge, there will also be an additional WAP Access Charge of 0.5 units per minute for the time it takes to send or receive the multi-media message. The total WAP Access Charge will vary depending on the size of the multi-media message being sent or received.

Additional Access Charges for Data Services. In addition to the Content Charges and MMS Charges, and regardless of the payment option you use, there is always an additional Access Charge of 0.5 units per minute associated with downloading content, accessing/viewing Information Services or utilizing MMS. Total Access Charges will vary depending on the size of the content and the actual time it takes to download the content, access/view the Information Service or utilize MMS.

Modifications, Interruptions, or Discontinuation of Data Service. TracFone Wireless does not guarantee the availability of Data Services at any time and reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. TracFone Wireless is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, TracFone Wireless will NOT refund/reimburse you for any remaining used or unused subscription time. If you cancel, or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

Non-Rated Content. TracFone Wireless strives to present and offer only generally acceptable content. However, it is impossible to proof all content, titles and news articles for appropriate content. TracFone Wireless content is NOT rated and you are solely responsible for the use of such material, which may be offensive or objectionable to you or to others. You agree not to hold TracFone Wireless liable for any offensive or objectionable content.

Additional Information. For more information on Data Services, please consult the Data Services Quick Guide. Additional information can also be found at www.tracfone.com.

20. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to extract, clone, reverse engineer or tamper with your Phone, the software and/or hardware on your Phone or your SIM card or insert your SIM card in another phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass

our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's default specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

21. LIMITATION OF LIABILITY

TracFone Wireless will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. TracFone Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

22. INDEMNIFICATION

You agree to indemnify and hold harmless TracFone Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a TRACFONE and TRACFONE Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

23. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR TRACFONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF TRACFONE WIRELESS' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with TracFone Wireless, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude TracFone Wireless from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your TRACFONE, its software, the Service and/or PIN numbers in state or federal court. References to you and TracFone Wireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to TracFone Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules"), as modified by this agreement. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. You and TracFone Wireless agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and TracFone Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and TracFone Wireless in accordance with the WIA Rules, except that TracFone Wireless will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless TracFone Wireless

and you agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, TracFone Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor TracFone Wireless shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

24. GOVERNING LAW

This Agreement shall be construed under the laws of Florida, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services.

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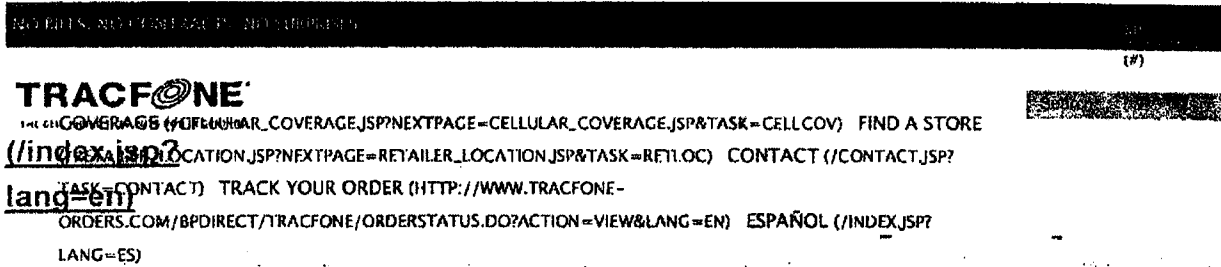
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Transfer Number > Transfer Number to TracFone

What is Local Number Portability or LNP?

How do I go about transferring my telephone number/line?

What kinds of lines can I transfer?

Customers can transfer an eligible landline and an eligible wireless number within the local service area. Pager numbers, special use numbers and toll free numbers are not available for transfer. The

number requested to be ported will be checked at the initiation of the transfer process to ensure that the number is eligible for porting.

What does "local" mean?

How do I get my 100 bonus minutes?

What are the guidelines for me to switch to another carrier and transfer my number?

Does LNP include landline and wireless phone number transferring?

What information will I need to give TracFone in order for them to transfer my number?

How long will the process take?

Will I be able to use my existing carrier's equipment when I move to TracFone?

Will I have the same features if I change from one carrier to another?

Will I have to deactivate my account with my old service provider after I have completed a transfer to another carrier?

Will I continue to pay my existing carrier during the transfer-in process?

If I transfer my landline telephone number to a TracFone will my TracFone be an extension of my landline service?

What are the terms and conditions to switch my phone number to TracFone?

What are the Portability requirements?

Can my current service provider refuse to port my number if I have an outstanding balance?

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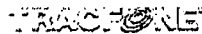
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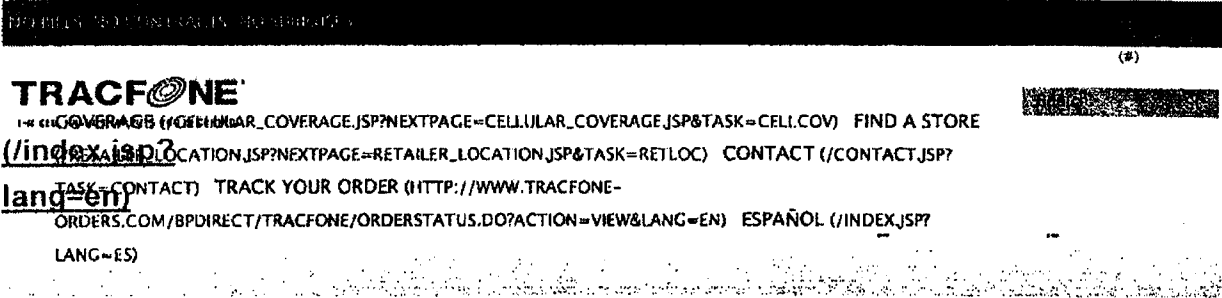
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Transfer Number > Transfer Number to TracFone

What is Local Number Portability or LNP?

How do I go about transferring my telephone number/line?

What kinds of lines can I transfer?

What does "local" mean?

How do I get my 100 bonus minutes?

What are the guidelines for me to switch to another carrier and transfer my number?

Does LNP include landline and wireless phone number transferring?

Yes. LNP allows you to transfer your wireless and landline telephone numbers when switching carriers. You will be able to transfer your numbers between wireless carriers and to and from landline carriers.

What information will I need to give TracFone in order for them to transfer my number?

How long will the process take?

Will I be able to use my existing carrier's equipment when I move to TracFone?

Will I have the same features if I change from one carrier to another?

Will I have to deactivate my account with my old service provider after I have completed a transfer to another carrier?

Will I continue to pay my existing carrier during the transfer-in process?

If I transfer my landline telephone number to a TracFone will my TracFone be an extension of my landline service?

What are the terms and conditions to switch my phone number to TracFone?

What are the Portability requirements?

Can my current service provider refuse to port my number if I have an outstanding balance?

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How do I get my 100 bonus minutes?

What are the guidelines for me to switch to another carrier and transfer my number?

Does LNP include landline and wireless phone number transferring?

What information will I need to give TracFone in order for them to transfer my number?

How long will the process take?

Will I be able to use my existing carrier's equipment when I move to TracFone?

No, TracFone has a special prepaid technology that is built into each wireless phone. In order to transfer your number to TracFone Wireless you must have a TracFone wireless phone. To buy a TracFone visit www.tracfone.com.

Will I have the same features if I change from one carrier to another?

Will I have to deactivate my account with my old service provider after I have completed a transfer to another carrier?

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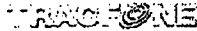
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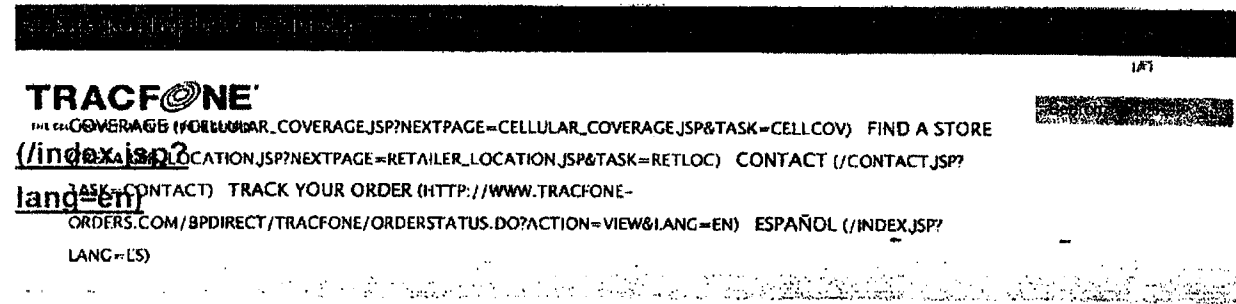
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(HTTP://WWW.TRACFONEBLOGS.COM/) HEARING AID COMPATIBILITY (/INCLUDES/CONTENT/POPUP/HEARING_AID.JSP?)

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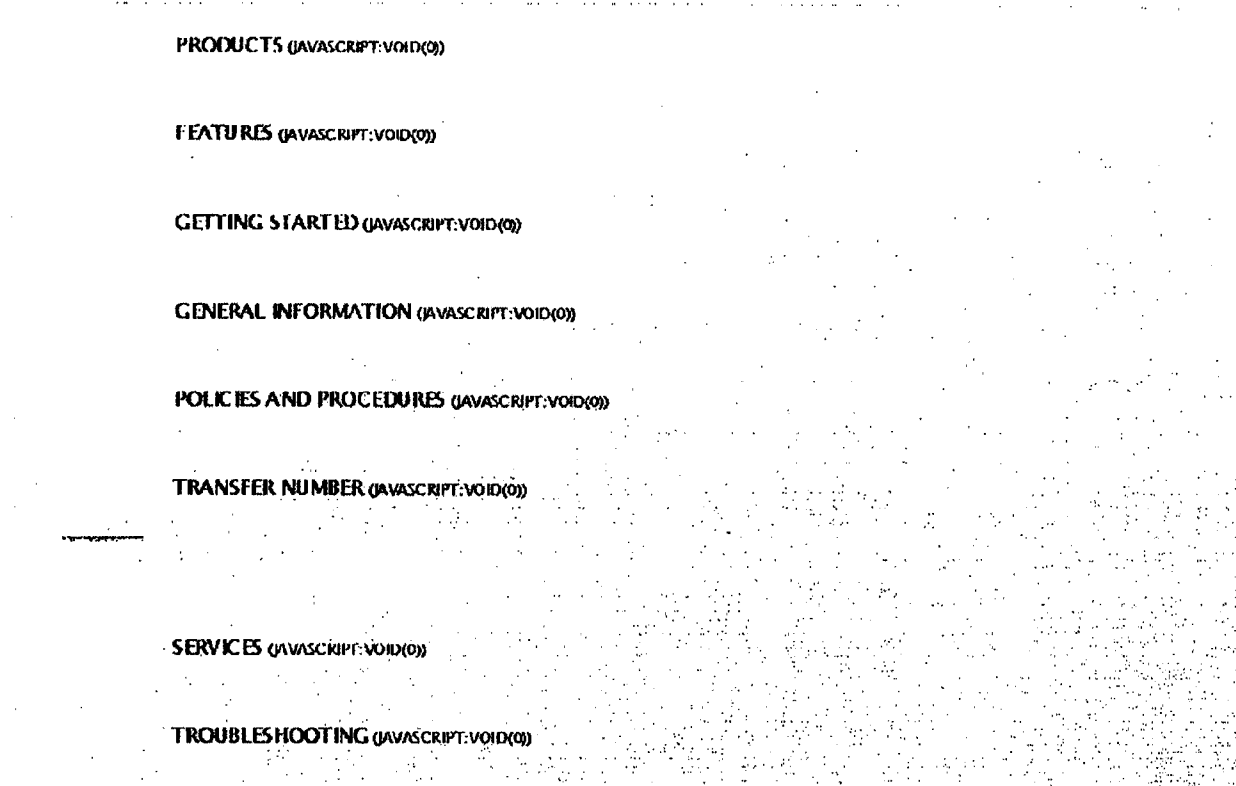
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TracFone Family Brands





Frequently Asked Questions



Transfer Number > Transfer Number to TracFone

What is Local Number Portability or LNP?

How do I go about transferring my telephone number/line?

What kinds of lines can I transfer?

What does "local" mean?

How do I get my 100 bonus minutes?

What are the guidelines for me to switch to another carrier and transfer my number?

Does LNP include landline and wireless phone number transferring?

What information will I need to give TracFone in order for them to transfer my number?

How long will the process take?

Will I be able to use my existing carrier's equipment when I move to TracFone?

Will I have the same features if I change from one carrier to another?

Will I have to deactivate my account with my old service provider after I have completed a transfer to another carrier?

Will I continue to pay my existing carrier during the transfer-in process?

If I transfer my landline telephone number to a TracFone will my TracFone be an extension of my landline service?

What are the terms and conditions to switch my phone number to TracFone?

To Port your existing telephone number to your TracFone, and to obtain wireless service provided by TracFone Wireless, Inc., agree to the following terms and conditions: To transfer or port in your phone number to TracFone Wireless, Inc. you must have a TracFone wireless phone. Your request to port-in your telephone number must be approved by your Current Service Provider before TracFone can activate service with your requested telephone number. Once approved, your TracFone wireless phone will be programmed with your requested number. The porting process will be handled as quickly as possible, however the process could take up to 7 - 10 business days to port a wireless number, or up to 30 days to port a landline number.

To maintain TracFone Wireless Service and keep your phone number after it has been successfully ported, you must purchase and add a TracFone Prepaid Wireless Airtime card before the Service End Date that is displayed on the TracFone. If you do not purchase and add more airtime prior to the Service End Date, your TracFone Service will be deactivated and you will lose your phone number. If you lose your phone number you will not be able to reactivate the wireless number with any other wireless or wire line service provider. A deactivated TracFone can be reactivated and a new phone number will be assigned after you purchase and add any denomination TracFone Prepaid Wireless Airtime card. To keep your TracFone Service active, you must add airtime before the Service End Date displayed on your TracFone. If your TracFone runs out of airtime minutes, you will need to purchase a TracFone Prepaid Wireless Airtime cards to add more minutes. The amount of minutes you use is entirely up to you. The addition of more TracFone Prepaid Wireless Airtime cards extends your active service either 30, 90, or 365 days from the date the card is added depending on the denomination of the airtime card. Your Service End Date will be displayed every time you turn on your TracFone. Unlike most plans, the minutes and services days you buy will be added to the minutes and service days you already have.

Until the porting process is completed you will not be able to make a call other than calls to 911. If you need to call 911 please notify the 911 operator of your location since they will not be able to call your phone number during the porting process. If you are in an area where your phone is searching for a signal or there is no signal, it is highly probable that a call to 911 will not go through. Do not rely on this function in an emergency situation. Locate the nearest landline phone and call for help.

What are the Portability requirements?

Can my current service provider refuse to port my number if I have an outstanding balance?

Why TracFone

[Overview \(/facelift/tour.jsp\)](#)

[Why TracFone \(/facelift/tour.jsp#a_whytrac\)](#)

[Services \(/facelift/tour.jsp#a_services\)](#)

[How it works \(/facelift/tour.jsp#a_how\)](#)

[About Us \(/facelift/tour.jsp#a_about\)](#)

[Careers \(/careers.jsp\)](#)

Phones

[Browse All Phones \(/phones.jsp\)](#)

[Shop Phones \(/e_store.jsp?task=buyphone&lang=en\)](#)

[Shop Bundles \(/e_store.jsp?task=buyphone&lang=en\)](#)

Airtime

[Pay As You Go \(https://www.tracfone.com/direct/Purchase?payGo=true&app=TRACFONE&lang=en\)](#)

[Monthly Value Plans \(/autopay_enrollment/new_BP_Program.jsp?nextPage=new_BP_Program.jsp&task=autopay&AID=SAC2&lang=en\)](#)

[Buy Airtime From Phone \(/handset_purchase/handsetPurchase.jsp?&lang=en\)](#)

[International Long Distance \(http://www.tracfoneild.com/?AID=ILDHPB\)](#)

[Apps & More \(/data_svs/index.jsp?&lang=en\)](#)

Support

[Technical Support \(/case_select_action.jsp\)](#)

[Switch Number to TracFone \(https://www.tracfone.com/direct/init_activation.jsp?app=TRACFONE&lang=en&coming_from=activation\)](#)

[Update Area Code \(/area_code_update_info.jsp?task=area_code_update&lang=en\)](#)

[FAQs \(/questions.jsp\)](#)

[Support Forum \(http://www.tracfoneforum.com/\)](#)

[Track Your Order \(http://www.tracfone-orders.com/tpdirect/tracfone/OrderStatus.do?action=view&lang=en\)](#)

[Welcome Center \(/welcome_center/index.jsp\)](#)

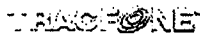
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Maryland Heights, Missouri, Code of Ordinances >> - MUNICIPAL CODE >> Chapter 13 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS >> ARTICLE IV. - UTILITY TAX >>

ARTICLE IV. - UTILITY TAX ⁽⁴⁸⁾

- Sec. 13-126. - Definition of gross receipts.
- Sec. 13-127. - Levied.
- Sec. 13-128. - Returns and payment.
- Sec. 13-129. - Right of city to inspect records; recomputation of tax.
- Sec. 13-130. - Rules and regulations.
- Sec. 13-131. - Civil actions to collect.
- Sec. 13-132. - Refunds to senior citizens.
- Secs. 13-133—13-140. - Reserved.

Sec. 13-126. - Definition of gross receipts.

In this article "gross receipts" means the aggregate amount of all sales and charges of the commodities or services described in section 13-127 made by any of the aforesaid companies during each quarterly period, less discounts, credits, refunds, sales taxes and uncollectible accounts actually charged off during such period.

(Ord. No. 9, § 2, 5-13-85)

Sec. 13-127. - Levied.

There is hereby levied and the city shall collect a license tax of five and one-half (5½) percent on the gross receipts of companies engaged in the business of supplying or furnishing electricity, electrical power, electrical service, gas, gas service, water, water service, telegraph or exchange telephone service, within the boundaries of the city.

(Ord. No. 9, § 1, 5-13-85; Ord. No. 87-302, § 2, 2-5-87)

Sec. 13-128. - Returns and payment.

Each company upon which a tax is levied by this article shall, on forms designed and furnished by the city, make and file a verified return with the city covering the prior month. The return shall be filed on or before the twentieth day following the close of each such month and at that time the company shall pay the tax for the period covered by the return.

(Ord. No. 9, § 3, 5-13-85; Ord. No. 33, § 1, 6-6-85)

Sec. 13-129. - Right of city to inspect records; recomputation of tax.

Should the city not be satisfied with the accuracy of any return filed by any company pursuant to this article, or any statement required in support thereof, such company shall submit its books and records to examination by the duly authorized representatives of the city. Should it be ascertained that the gross receipts herein taxed of any such company during the specified period is greater than the amount reported, such company, notwithstanding its return, shall pay the tax hereunder on its gross receipts as ascertained by the city.

(Ord. No. 9, § 4, 5-13-85; Ord. No. 33, § 1, 6-6-85)

Sec. 13-130. - Rules and regulations.

The city clerk shall prescribe all incidental rules and regulations for the enforcement of this article.

(Ord. No. 9, § 5, 5-13-85)

EXHIBIT E

Sec. 13-131. - Civil actions to collect.

In the event that any company fails to pay the tax or to discharge any liability under this article, suit may be filed in any court of competent jurisdiction to enforce the payment of the tax and liability.

(Ord. No. 9, § 6, 5-13-85)

Sec. 13-132. - Refunds to senior citizens.

- (a) *Definition.* For the purpose of this section "exempt consumer" shall mean any consumer who owns or leases residential property located within the city who occupies the same as his customary place of residence and who is sixty-two (62) years of age or older and retired, or totally disabled as defined by the Social Security Act as amended and is receiving benefits therefrom. When residential property is owned or leased by two (2) or more persons jointly, the requirement for exemption shall be deemed satisfied if any one (1) of such owners or lessees meets the above definition of exempt consumer. Any person claiming to be an exempt consumer by way of disability shall have been the principal wage earner of his family and, along with his spouse, shall not have had an income greater than ten thousand dollars (\$10,000.00) not including benefits resulting from his disability, during the preceding twelve (12) months.
- (b) *Payment authorized.* The amount of any tax paid to the city by a person engaged in the business of selling, supplying or distributing water service, electric service, gas service or telephone service on account of sales by such persons to an exempt consumer as herein defined, for utility services rendered to such consumer's residence, shall be paid by the city directly to such exempt consumer.
- (c) *Procedure.* Any person claiming to be an exempt consumer pursuant to this section shall submit a request for payment, on forms provided for such purpose, to the director of finance and administration, together with such proof of claim as may be required by the director. Such proof of claim may include, at the discretion of the director of finance and administration, proof of age or disability and copies of utility bills and proof of payment of such bills. Claims for payment will be honored only if real estate and personal property taxes for the individual claiming the payment are paid and proof of same submitted. Claims for payment may be submitted each year between November 1, and April 30. The claim shall be for the twelve (12) months preceding the first day upon which a claim may be submitted except that claims submitted for the first period shall be for taxes paid from January 1, 1987, only.
- (d) *Computation.* The amount of payment owing to each exempt consumer shall be the amount of the tax imposed by this article as a result of such consumer's payments during the preceding twelve (12) months from utility services rendered to his residence.
- (e) *Benefit.* Nothing contained herein shall in any way alter or diminish the obligation of any person required to pay a utility tax computed on the full amount of his gross sales to consumers within the city or otherwise to comply with the provisions of this article. The exemption herein provided shall ensure to the benefit of exempt consumers only, and shall be administered by the city for their benefit.
- (f) *Funding.* Payments herein authorized shall be paid from the general funds of the city. The council shall appropriate through its annual budget an amount equal to the projected total of such payments.
- (g) *Penalty.* Any person who falsifies information regarding eligibility for payment pursuant to this section shall be punished as provided in section 1-13

(Ord. No. 86-273, §§ 1—7, 10-21-86)

Secs. 13-133—13-140. - Reserved.**FOOTNOTE(S):**

⁽¹⁸⁾ *Cross reference—* Placement of utility tax in street lighting fund, § 2-403. (Back)

ARTICLE V. TELEPHONE SERVICE

SECTION 615.150: LICENSE TAX -- PERCENTAGE OF GROSS RECEIPTS

Pursuant to the laws of Missouri, every firm, person or corporation now or hereafter engaged in the business of supplying or furnishing telephone or telephone service in the City of Winchester, Missouri, shall pay to the said City as a license or occupational tax six percent (6%) of the gross receipts derived from such business within the said City. (CC 1981 §640.010; Ord. No. 253 §1, 5-22-68)

SECTION 615.160: STATEMENT OF GROSS RECEIPTS

Every person, firm or corporation engaged in the business hereinbefore set forth in the City of Winchester is hereby required to file with the City Clerk of said City, on or before the last day of each calendar month, a sworn statement showing the gross receipts derived from such business during the preceding calendar month; and at the same time pay to the City Treasurer the tax hereinbefore set forth. (CC 1981 §640.020; Ord. No. 487 §1, 4-11-79)

SECTION 615.170: INVESTIGATION OF STATEMENTS -- ACCESS TO BOOKS

The City Clerk and such other persons as may be designated by the Board of Aldermen from time to time is and are hereby authorized to investigate the correctness and accuracy of the statement so filed and for that purpose shall have access at all reasonable times to the books, documents, papers and records of any person making such return in order to ascertain the accuracy thereof. (CC 1981 §640.030; Ord. No. 121 §3, 5-10-61)

SECTION 615.180: LICENSE TAX -- NOT IN LIEU OF OTHER TAXES

Nothing contained in this Chapter shall be so construed as to exempt any person, firm or corporation to which this Chapter is applicable from the payment to the City of Winchester of the tax which the said City levies upon the real or personal property belonging to such person, firm or corporation. (CC 1981 §640.040; Ord. No. 121 §4, 5-10-61)

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) **Mediation:** A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

(3) **Early Neutral Evaluation ("ENE"):** A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) **Mini-Trial:** A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) **Summary Jury Trial:** A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.